

AMENDMENT
TO INTERCONNECTION AGREEMENT

By and Between

WISCONSIN BELL, INC. D/B/A AMERITECH WISCONSIN

AND

TDS METROCOM, INC.

The Interconnection Agreement, dated March 1, 2002 ("the Agreement") by and between Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin ("AMERITECH WISCONSIN") and TDS Metrocom, Inc. ("REQUESTING CARRIER") is hereby amended as follows:

- (1) Replace the current language in Section 9.3.1 of the DSL Appendix with the following:

If the CLEC opens a trouble ticket for the HFPL portion of the loop to **AMERITECH-WISCONSIN** and the problem is determined to be in the CLEC's network, the CLEC will pay **AMERITECH-WISCONSIN** the applicable effective tariffed rate for trouble isolation, maintenance, and repair (as specified in Section 8.5 above) upon closing the trouble ticket. In response to a trouble ticket initiated by CLEC where **AMERITECH-WISCONSIN** determines in error that the trouble is in CLEC's network, and CLEC subsequently finds the trouble resides in **AMERITECH-WISCONSIN** network, CLEC will be credited for all **AMERITECH-WISCONSIN** trouble isolation costs on the original trouble ticket, and, if deemed necessary, subsequent trouble tickets warranted to the same case of trouble. In addition, CLEC may charge **AMERITECH-WISCONSIN** after closing of the trouble ticket, a charge for trouble isolation, at a rate not to exceed the tariffed amount that **AMERITECH-WISCONSIN** could charge CLEC under **AMERITECH-WISCONSIN**' tariff for the same service, provided that CLEC's time for trouble isolation must be reasonable in relation to the work actually performed, and further provided that **AMERITECH-WISCONSIN** may pay such charges to CLEC by means of an identifiable credit on CLEC's account. If either Party disagrees with the applicable charge assessed, the determination of the appropriate charge will be subject to the dispute resolution provisions of this Agreement.

- (2) Insert the following text as Section 16.6.8 of the UNE Appendix:

In response to a trouble ticket initiated by CLEC where **AMERITECH-WISCONSIN** determines in error that the trouble is in CLEC's network or CLEC's end users equipment or communications systems, and CLEC subsequently finds the trouble resides in **AMERITECH-WISCONSIN** network, CLEC will be credited for all **AMERITECH-WISCONSIN** trouble isolation costs the original trouble ticket, and if deemed necessary, subsequent trouble tickets warranted to the same case of trouble. In addition, CLEC may charge **AMERITECH-WISCONSIN** after closing of the trouble ticket, a charge for trouble isolation, at a rate not to exceed the tariffed amount that **AMERITECH-WISCONSIN** could charge CLEC under **AMERITECH-WISCONSIN's** tariff for the same service, provided that CLEC's time for trouble isolation must be reasonable in relation to the work actually performed, and further provided that **AMERITECH-WISCONSIN** may pay such charges to CLEC by means of an identifiable credit on CLEC's account. If either Party disagrees with the applicable charge assessed, the determination of the appropriate charge will be subject to the dispute resolution provisions of this Agreement.

- (3) All other terms and conditions of the Agreement remain unchanged.
- (4) In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, 535 U.S. ____ (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, No. 00-101 (May 24, 2002); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) (rel. November 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000) in CC Docket 96-98; or the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68 (the "ISP Inter-carrier Compensation Order") (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision shall be invalidated, modified, or stayed, consistent with the action of the legislative body, court, or state or federal regulatory body upon the written request of either Party. In the event of any such actions, the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate

modifications to the Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

- (5) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- (6) This Amendment shall be filed with and subject to approval by the Public Service Commission of Wisconsin.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, 2003, by Ameritech Wisconsin, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

TDS Metrocom, Inc.

**Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin,
By SBC Telecommunications, Inc.,
its authorized agent**

By: _____

By: _____

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Title: _____

Title: *For* President-Industry Markets

Date: _____

Date: _____